



WADIA GHANDY & CO.₁

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, India.

Tel: +91 22 2267 0669, +91 22 2271 5600 | Fax: +91 22 2267 6784

General e-mail: contact@wadiaghandy.com | Personal e-mail: firstname.lastname@wadiaghandy.com

NL/NAR/10159 /1529/2022

To,

MahaRERA

6th and 7th Floor, Housefin
Bhavan, Plot No. C- 21, E
Block, Bandra Kurla
Complex, Bandra (E),
Mumbai 400051

LEGAL TITLE REPORT

Re: All those pieces and parcels of land admeasuring 12,179.60 square meters and bearing CTS No. 182/A (part), 182/B (part) and 191 (part) of Village Magathane, situate lying and being at Ganesh Nagar. W. E. Highway, Borivali (East), Mumbai – 400 066 (“the said Land”) together with the structures standing thereon. The said Land and the structures thereon are hereinafter collectively referred to as “the said Property”.

1. We are investigating title of **SAROJ LANDMARK REALTY LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 through its Partner Mr. Abhay Chandak and having its principal place of business at 807-808, Hubtown Solaris, 8th Floor, N.S. Phadke Marg, Opposite Teli Gali, Near Regency Hotel, Andheri (E), Mumbai – 400 069 (“**the Joint Developer**”) to develop the Free Sale Land (as defined below) in accordance with the Joint Development Agreement (as defined below) executed by and between the Joint Developer and **M/S. SURYA BUILDERS & DEVELOPERS**, a sole proprietary concern of **Mr. Rajeev Kumar** son of **Mr. Mahender Singh**, aged 49 years, having his address at 1012A, 10th Floor, B-wing, Wall Street, Chakala, Andheri Kurla Road, Andheri (East), Mumbai – 400 093 (“**the Developer**”), under the provisions of Regulation 33(10) of the Development Control Regulations for Greater Mumbai, 1991 (“**DCR**”) and / or under the applicable provisions of the Development Control and Promotion Regulation for Greater Mumbai, 2034 as amended from time to time (“**DCPR**”) and have perused the following documents:

(i) **Description of the said Property:**

- (a) All those pieces and parcels of land admeasuring 12,179.60 square meters and bearing CTS No. 182/A (part), 182/B (part) and 191 (part) of Village Magathane, situate lying and being at Ganesh Nagar. W. E. Highway, Borivali (East), Mumbai – 400 066 together with the structures standing thereon.

(ii) **The documents of allotment of the said Property:**

- (a) The Maharashtra Housing and Area Development Authority (“**MHADA**”) is the owner of the said Land.
- (b) The said Land is a censused slum.
- (c) The slum dwellers on the said Land have comprised themselves into Ganesh Nagar Rahivasi Co-operative Housing Society Limited (“**said Society**”), a society registered under provisions of the Maharashtra Co-operative Societies Act, 1960 and bearing Ref. No. MUM/SRA/HSG/(TC)/11269/2007 dated 12th February, 2007.
- (d) By and under Resolution dated 24th September 2016 passed by the said Society in the General Body Meeting, *inter-alia* appointed the Developer as the developer for undertaking the development/re-development of the said Property.
- (e) By and under Development Agreement dated 14th October, 2016 executed by and between the said Society through its members of the One Part and the Developer of the Other Part, the said Society and its members granted development/re-development rights with respect to the said Property in favour of the Developer, in the manner and on the terms and conditions as set out therein.
- (f) By and under an Irrevocable Power of Attorney dated 14th October, 2016, the said Society through its members granted various powers and authorities with respect to the said Land in

favour of Mr. Rajeev Kumar Mahendra Singh (i.e. the sole proprietor of the Developer), as more particularly set out therein.

- (g) By and under Letter of Intent dated 3rd March, 2017 bearing Reference No. SRA/ENG/1122/RC/MHL/LOI ("**the said LOI**") issued by SRA, the SRA sanctioned the slum rehabilitation scheme on the said Land in favour of the Developer, in the manner and on the terms and conditions as set out therein.
- (h) The Joint Developer and the Developer are in the process of amalgamating the development of the said Property with inter-alia all those pieces and parcels of land bearing CTS Nos. 182 (part), 183 (part) and 191 (part) of Village Magathane admeasuring 1900 square meters or thereabouts situated lying and being at Ganesh Nagar, TATA Power-House, Opposite Building No. 4, Borivali (East), Mumbai – 400 066 ("**the Additional Land**") and the structures standing thereon (collectively, "**the Additional Property**"). MHADA is the owner of the Additional Land. By and under various deeds and documents, as detailed in the Compendium (as defined below), the Developer has obtained development rights with respect to the Additional Property. The Developer is in the process of obtaining necessary approvals and permission for the development of the Additional Property and / or the amalgamated development thereof with the said Property.
- (i) By and under Joint Development Agreement dated 22nd May, 2019 ("**the Joint Development Agreement**") executed by and between the Developer of the One Part and Saroj Landmark Realty LLP ("**the Joint Developer**") of the Other Part and registered with the Office of Sub-registrar of Assurances under Serial No. BRL-4/7681/2019, the Developer and the Joint Developer inter-alia agreed to jointly develop/re-develop the free sale land (as defined therein) ("**Free Sale Land**") forming part of the said Land and the Additional Land (if applicable), in the manner and on the terms and conditions as set out therein.



- (j) By and under Power of Attorney dated 22nd May, 2019 ("**the Power of Attorney**") and registered with the office of Sub-registrar of Assurances under Serial No. BRL-4/7683/2019, the Developer granted various power and authorities with respect to the development/re-development of the said Property and the Additional Property (if applicable) in favour of the Joint Developer, in the manner and on the terms of conditions as set out therein.
 - (k) By and under Power of Attorney dated 22nd May, 2019 ("**the RERA Power of Attorney**") and registered with the office of Sub-registrar of Assurances under Serial No. BRL-4/7684/2019, the Developer granted powers to sign, execute and register the Agreement for Sale (as defined therein) with the allottees/purchasers of the new buildings to be constructed on the said Land and the Additional Land (if applicable) in favour of the Joint Developer, in the manner as more particularly set out therein.
 - (l) The Joint Developer has declared that inadvertently, land bearing CTS No. 182B (part) remained to be mentioned in the description of the said Property under the Joint Development Agreement, the Power of Attorney and the RERA Power of Attorney, and the Developer and the Joint Developer are in the process of executing and registering a Deed of Rectification in this regard and the same must be undertaken.
- (iii) **Revenue Records**
- (a) We have perused Property Register Card dated 28th February, 2022 with respect to land bearing CTS No. 182/A of Village Magathane and the same reflects that the area of this land is 11,012.90 square meters.
 - (b) We have perused Property Register Card dated 28th February, 2022 with respect to land bearing CTS No. 182/B of Village



Magathane and the same reflects as that the area of this land is 1,022.00 square meters.

(c) The name of the owners of these respective lands are not reflected on the property register cards thereof. In this regard, the Developer has provided us the following documents for showing that MHADA is the owner of the said Land:

- i. We have been provided with Kami Jastak Patrak ("KJP") issued by the City Survey Officer, Borivali which reflects that the land bearing Survey No. 112 Hissa No. 1 (part) (admeasuring 9,207 square meters) and Survey No. 113 (part) (admeasuring 2,979.9 square meters) corresponds to land bearing CTS No. 182 (admeasuring 12,034.90 square meters) of Village Magathane and the balance area admeasuring 152 square meters have been included for the express highway.
- ii. The Joint Developer has declared that the Survey No. 112/1 (part) of Village Magathane has been sub-divided. Further, the portion of the land bearing Survey No. 112/1 (part) admeasuring 9,055 square meters which is owned by MHADA has been given Survey Nos. 112/1/B of Village Magathane and the portion of the land admeasuring 152 square meters have been included for the express highway is given Survey No. 112/1/B/1 of Village Magathane and separate 7/12 extracts have been issued for the same. We have not perused copy of the sub-division order issued in this regard.
- iii. We have perused 7/12 Extract of land bearing Survey Nos. 112/1/B of Village Magathane dated 14th March, 2022 and name of Mumbai Housing Board is reflected as the owner thereof.

- iv. The Joint Developer has declared that the Survey No. 113 (part) of Village Magathane has been sub-divided. Further, the portion of the land admeasuring 5,463 square meters which is owned by MHADA has been given Survey No. 113/A.
 - v. Further, Mutation Entry No. 366 dated 17th July, 1961 appearing on the aforesaid 7/12 Extracts for the land 112/1/B and 113/A reflects that Jerabai Rustomji Dosabhai Bilimoriya, Firoj Rustomji Bilimoriya, Mehra Rutomji Bilimoriya, Jamshedi Sorabji Bilimoriya, Meenu Sorabji Bilimoriya and Keki Sorabji Bilimoriya being the then owners of this land sold inter-alia the land bearing Survey No. 112/1 (part) to Bombay Housing Board i.e. MHADA vide a registered Indenture of Conveyance of 27th October, 1958, registered at the office of Sub-Registrar of Assurances at Mumbai under Serial No. 8958 / 1958. We have not perused copy of this Indenture of Conveyance.
- (d) We have perused Property Register Card dated 28th February, 2022 with respect to land bearing CTS No. 191 of Village Magathane and the same reflects that the area of this land is 13,354.60 square meters out of which an area admeasuring 8,092.90 square meters is owned by Bombay Electricity Supply & Transport Undertaking and the balance area by MHADA.
- (iv) **Searches undertaken at the office of Sub-Registrar of Assurances:**
- (a) We have caused searches to be undertaken at the office of the concerned Sub-Registrar of Assurances through search clerk for a period of 67 years from 1955 to 1st March, 2022. In this regard, the search clerk has furnished us search report dated 1st March, 2022, details of the same are set out in the Compendium (as defined below).

2. The Maharashtra Housing and Area Development Authority ("**MHADA**") is the owner of the said Land. Subject to all that is stated herein and (i) the terms and conditions of all the approvals obtained by the Developer from time to time (including the said LOI) and (ii) obtainment of all the statutory permissions and approvals as may be required in this regard, we are of the opinion that the Joint Developer is entitled to develop the Free Sale Land by utilization of the free sale component of 30,773.33 square meters under the provisions of Regulation 33(10) of the DCR and / or under other provisions of the DCR / DCPR in accordance with the Joint Development Agreement and the said LOI, as may be amended and modified from time to time, and such entitlements are clear and marketable..
3. We have on the basis of investigation undertaken by us prepared a Compendium on Title dated 19th April, 2022 being a detailed report on the title and the flow of title ("**Compendium**"), annexed hereto as **Annexure "A"**. The Compendium also sets out various steps taken by us for investigation of title. This Title Certificate must be read with the Compendium.

Dated this 19th day of April, 2022

For Wadia Ghandy & Co.


Partner

Encl:

1. **Annexure "A"** (Compendium dated 19th April, 2022)